

Wapello Co.

Teamsters #238 (Mixed)

7/1/2006 6/30/2009

**COLLECTIVE BARGAINING AGREEMENT**  
(Wapello County Courthouse)

This Agreement made and entered into on July 1, 2006, by and between the Board of Supervisors of Wapello County, Iowa, hereafter referred to as the "County" and the Local Union #238 (Teamsters) hereafter referred to as the "Union".

The purpose of the Agreement is to promote and ensure harmonious relations, cooperation, and understanding between the County and the Union; set forth rates of pay and other conditions of employment to be observed between the parties hereto. Both parties agree they have a mutual interest and obligation to maintain a friendly cooperative relationship to allow for efficient operation of the County's business as a service to the public.

**RECOGNITION**

Section 1: The County recognizes Teamsters Local Union No. 238 as the sole and exclusive bargaining representative of the employees in the bargaining unit as defined, with respect to the negotiable items set forth under Section 9, Scope of Negotiations, Iowa Public Employment Relations Act and otherwise provided by law.

Section 2: The term "County" as used in this agreement shall mean the Board of Supervisors of Wapello County, Iowa, or its duly authorized representatives. The term "Employees" as used in this Agreement shall mean all employees represented by the Union in the bargaining unit as defined and certified by the Public Employment Relations Board. The term "Union" as used in this Agreement shall mean the Local Union #238 affiliated with the Brotherhood of Teamsters, Chauffeurs, Warehousemen and helpers of America.

Section 3: Definition of Bargaining Unit

**INCLUDED:** All white collar and blue collar employees of Wapello County working for the Treasurer's, Recorder's, Auditor's, Attorney's and Central Point of Coordination's offices.

**EXCLUDED:** Elected Officials, Deputies, Chief Executive Officers, Supervisors, confidential employees and others excluded by the Act.

**ARTICLE 1.**  
**Dues Checkoff**

Section 1: Upon receipt of written authorization from a unit employee, the County agrees to deduct, on a monthly basis, the Union Dues and Initiation Fees, if any to be deducted, in one pay period, from his/her pay, as long as dues and initiation fees are not deducted from the same pay period, and remit such deduction by the fifteenth (15<sup>th</sup>) day of the succeeding month, to the official designated by the Union, in writing, to receive such deductions. The Union shall notify the County, in writing, of the exact amount of such regular membership dues to be deducted thirty (30) days before such deduction.

Section 2: The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

**ARTICLE 2.**  
**Hours of Work and Overtime and Classifications**

**Section 1 - Hours of Work:**

- a. The Employer shall establish and post hours of work for occupational groups and shifts. Except in emergency situations, two (2) working days notice will be given to affected employees of the change in the schedule of hours to be worked. A copy of notice to change the scheduled hours shall be posted.
- b. The regular work day shall consist of eight (8) hours worked, with one-half ( $\frac{1}{2}$ ) hour for lunch and two (2) fifteen (15) minute break periods for a forty (40) hour continuous work week.
- c. The regular hours will be from 8:00 a.m. to 4:00 p.m. or 4:30 p.m. The Department Head may designate staggered hours to 5:00 p.m. Seniority will prevail.
- d. The employees shall work a duty schedule of five (5) days, Monday through Friday, as scheduled by the Department Head, with Saturday work shall be at one and one-half ( $1\frac{1}{2}$ ) times employees hourly of pay including the additional one dollar (\$1.00) per hour in the absence of a deputy for time worked. Saturday work shall be offered by seniority.
- e. Overtime pay, at the rate of time and one half ( $1\frac{1}{2}$ ) the employee's straight time hourly rate, shall be granted to an eligible employee required to work in excess of eight (8) hours per day or forty (40) hours within their assigned duty schedule. All compensated time shall count as time worked when computing overtime.
- f. Any employee regularly scheduled to work from 4:30 p.m. to 6:00 a.m. shall receive twenty (20) cents per hour additional pay.

**ARTICLE 3.**  
**Seniority**

**Section 1 - Definition:** Seniority with the County is the length of a regular full time employee's continuous service with the Employer, calculated, after the probationary period, from the employee's most recent date of hire. Departmental seniority is the length of a regular full time employee's continuous service within a Department, calculated from the employee's continuous service within said Department.

Any employee who leaves a classification of work covered by this Agreement but remains in the employ of the County in some other capacity, will retain departmental seniority. However, such employee shall not earn additional departmental seniority during the period he/she is working outside the bargaining unit.

**Section 2:** A new hire shall be considered a probationary employee for a period of 120 days. A probationary employee has no seniority rights or recourse to the grievance procedure. Probationary employees shall work under provisions of this Agreement. Probationary employees accrue no benefits other than those specifically addressed in this Agreement.

Section 3: A regular full time employee is one who has met his/her probationary period.

Section 4: An employee shall lose his seniority rights and the employment relationship shall be broken and terminated as follows:

- a. Quits or retires.
- b. Discharge, and discharge is not reversed through grievance procedure.
- c. Engages in other work while on paid leave of absence, or overstays such leave.
- d. Is absent for three (3) consecutive days without notice to the Employer, unless evidence satisfactory to the Employer is presented, clearly establishing that the employee was physically unable to give such notice.
- e. Is laid off "out of door" for a period exceeding twelve (12) continuous months.

Section 5 - Part-time Employees: Employees working less than thirty (30) hours per week shall be part-time employees and shall not be covered under any provisions of this Agreement. The Employer agrees not to use part-time employees for the sole purpose of evading this Agreement. The Employer shall give part-time employees an opportunity to fill a vacancy before a new employee is hired, if they have the qualifications and ability to perform the job. However, the seniority rights in this Agreement for full-time employees shall take preference over any part-time employees.

## **ARTICLE 4**

### **Transfer Procedures**

#### **A - Transfer**

Section 1: If a vacancy should occur, the bidder with the most departmental seniority within his or her department shall be offered the job. The salary of said employee shall not change. If said employee fails to qualify within thirty (30) calendar days or if he/she decides to voluntarily give up the position within thirty (30) calendar days, he/she shall return to his/her previous position.

Section 2: If no employee within the department applies for the vacancy, then it shall be offered to employees in other departments within the bargaining unit. The bidder with the most county seniority shall be offered the job. The salary of said employee shall revert to top salary of Clerk I. The employee shall suffer no loss of vacation, holidays, personal days, or accrued sick leave. If said employee fails to qualify within thirty (30) calendar days or if he/she decides to voluntarily give up the position within thirty (30) calendar days, he/she shall return to his/her previous position.

Section 3: Temporary transfer shall not result in a deduction of the regular pay rate of the transferred employee, and an employee temporarily transferred to a higher paid job shall receive the entry rate for same, or his regular hourly rate, whichever is higher. This would only apply when relieving a job for two (2) or more days in any work week.

#### **B - Posting**

Section 1: A vacancy in existing job classifications will be posted on designated bulletin boards within five (5) working days from the date of such vacancy,

within the department. The job shall remain posted for three (3) working days, during which time employees in like classifications within the department may make written application to the department head.

Section 2: If no employee within the department applies for the position, it will be posted on all designated bulletin boards within five (5) working days, bargaining unit wide. The job shall remain posted for three (3) working days, during which time employees in like classifications may make written application to the department head.

## **ARTICLE 5.**

### **Layoff and Recall**

Section 1 - Layoff: The Employer has the sole discretion to determine the necessity for an implementation of a layoff of the work force. Except in cases of emergency, notice of layoff will be given at least one (1) calendar week in advance of the layoff, or two (2) days pay in lieu thereof. If a layoff is deemed necessary by the Employer, it will be administered according to the employee's seniority. Employees with the least seniority will be laid off first, providing operational efficiency is maintained.

#### Section 2 - Layoff Procedure:

- a. An employee in a job classification and position designated for layoff shall be given the opportunity to fill vacancies in the same job classification in the same unit, or to revert to a vacant position in a job classification within the unit in which the employee has previously held permanent status.
- b. If no vacancies exist, an employee whose job classification and position is designated for elimination by layoff shall be eligible for transfer. Such transfer may displace an employee within the department with least seniority in his or her job classification, or in a lesser job classification, provided the employee has the qualifications and ability to immediately perform the job.
- c. When no vacancy exists, the procedure defined in Section A and B above shall result in the employee with the least departmental seniority in the job classification affected within the department being laid off, provided the employee shall be qualified to do the work required.
- d. If an employee is on layoff in one department, he or she will be considered for an opening in another department if one becomes available first before new employees are hired.

Section 3 - Recall: An employee to be recalled from a layoff shall be so notified as far in advance as possible by certified mail, return receipt requested, mailed to his last address as shown on the Employer's records.

Any employee so called back to work must return within five (5) work days after receiving such notice or at the time and date indicated in the notice whichever is later. Any employee failing to do so shall automatically lose his seniority rights and shall be terminated. An employee shall be considered as having received notice of recall as of the date such notice is delivered to his last known address, as reflected by the Employer's records. It is the employee's responsibility to keep the Employer informed of his current address and phone number. Employees on layoff shall be recalled in the order of their seniority, provided operational efficiency is maintained. Probationary or part-time employees have no recall rights.

**ARTICLE 6.**  
**Leave of Absence**

**A - Unpaid Leaves**

**Section 1 - Eligibility Requirements:** At the discretion of the Employer, regular full-time employees shall be eligible for unpaid leaves of absence after the employee's probationary period. However, an employee must use all paid leave (vacation, personal days, etc.) before they are eligible for unpaid leave.

**Section 2 - Application for Leave:** All requests for leaves of absence not otherwise covered in this Article shall be submitted in writing by the employee to his/her department head for recommendation. It shall then be forwarded to the Board. The Board of Supervisors shall make the final decision. A copy of the Board action shall be sent to the Local Union. Request for such leave shall be submitted on a form supplied by the employer.

**Section 3 - Limited Leave Without Pay:** The department head and the Board of Supervisors have discretion to authorize special leave of absence, without pay, for any period up to ninety (90) consecutive calendar days. This leave is renewable with the department head recommendation and Board approval, unless an alternative schedule is approved by the Board.

**Section 4 - Return From Leave Without Pay:** Upon return from leave of absence without pay, the employee shall return to his former job, if physically qualified, and if the position is vacant, or to another equivalent position in accordance with his/her qualifications and ability.

**Section 5 - Insurance on Sick Leave:** An employee whose personal illness is certified by a physician will have his/her premiums on insurance paid by the Employer, but not to exceed six (6) months from the end of paid leave.

**Section 6:** An employee granted an unpaid leave of absence, other than sickness, shall not be eligible for fringe benefits, holiday pay, accrued retirement, vacation, sick leave, during the period of such leave.

**Section 7:** If the employee does not return to work upon expiration of the unpaid leave of absence, other than sickness, he/she shall be terminated.

**Section 8:** An employee elected or appointed to a public office shall be granted an unpaid leave of absence and accumulate seniority during his term in office.

**B - Paid Leaves**

**Section 1:** A regular full time employee incapacitated and unable to work shall notify his/her immediate supervisor one (1) hour before his scheduled reporting time, as designated by the department, stating the nature of his/her illness and expected period of absence. Each Department head shall designate in writing whom the employee is to contact and shall also designate a backup person to contact. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Department head or his/her designee.

Section 2 - Use of Sick Leave: Accumulated sick leave may be used for any of the following:

- a. Serious or confining illness of the employee.
- b. Employees may use accrued sick leave for care of and necessary attention to ill or injured members of the immediate family (defined as children, grandchildren, parents, spouse, step or foster). Use of sick leave for this purpose shall be limited to fifty-six (56) hours (seven [7] working days) per year. For medical, optical, or dental appointments which cannot be made during non-working hours, sick leave will be charged in half hour increments and only for the time needed for the appointment.
- c. Medical, optical, or dental appointments which cannot be scheduled during non-working hours. In such cases, sick leave shall be charged in half ( $\frac{1}{2}$ ) hour increments, with a minimum of one-half ( $\frac{1}{2}$ ) hour. Absences of more than one-half ( $\frac{1}{2}$ ) hour shall be charged to the next highest half hour.
- d. Employee health which renders such employee unable to perform the duties of his/her employment.
- e. Quarantine due to exposure to contagious disease.
- f. Maternity Leave - Employees who become pregnant shall be eligible for maternity leave without loss of seniority, provided such leave is requested in writing, within a reasonable amount of time prior to the start of such leave.

Normally, maternity leave will be granted for the period beginning two (2) months prior to expected date of delivery and ending two (2) months after delivery. However, if an employee furnishes competent medical opinion that her physical condition warrants a shorter or longer period of leave before or after delivery and provided that an employee is able to perform her work satisfactorily, the normal leave period may be changed to fit the individual circumstances. Individuals returning from such leave shall be reinstated to their former position or one substantially the same, provided they have returned in accordance with the terms of the leave.

Section 3 - Verification: The Employer reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence, after three days of absence or if the employer suspects abuse of sick leave. Unauthorized use of sick leave will result in loss of pay for the duration of the absence.

Section 4: Sick leave will be charged by actual hours used, in half hour increments, with a minimum of one half ( $\frac{1}{2}$ ) hour. Absences of more than one half ( $\frac{1}{2}$ ) hour shall be charged to the next highest half ( $\frac{1}{2}$ ) hour.

Section 5: No employee shall be entitled to paid sick leave in excess of the amount of such leave accumulated to his/her credit.

Section 6: Regular full time employees and probationary employees shall accrue six (6) hours of such leave for each pay period while on active pay status. However, probationary employees may not use accrued sick leave until after the probationary period.

Section 7: Unused sick leave may be accrued to a maximum of twelve hundred (1200) hours. All present employee's sick leave will start with Letter of Agreement dated March 16, 1976. Employer agrees to keep a current list of unused sick leave days in the computer.

Section 8: Upon return to duty from sick leave, the employee shall report to his/her immediate supervisor, providing the absence was less than five (5) consecutive working days. For absences in excess of five (5) consecutive working days, the employee shall report to the Department Head upon return to work.

Section 9: Injury forms will not be accepted by Department Heads unless they have been completed properly, in full, including the reasons for absence, nature of the injury, date of employee's return to duty, (when requested by the Employer) attending physician's diagnosis covering dates of treatment and recuperative period allowed for days off, described over his signature, and the final approval by department management. Injury forms will be supplied by the Employer.

Section 10 - Catastrophic Illness Contributions: Employees may contribute accrued vacation, personal days, or accrued comp time to benefit another County employee suffering from a catastrophic illness. Leave shall be donated in no less than one hour increments. The contributing employee must identify the specific amount of leave donated and the name of the recipient of the donated leave in writing. Leave donated to another County employee under this provision shall be irrevocably credited to the recipient's sick leave account.

The following are criteria that will be employed on catastrophic leave:

1. The employee must have exhausted all paid leave before being eligible for catastrophic leave.
2. The employee must fill out a form provided from the employer to apply for catastrophic leave.
3. The Board of Supervisors will approve each catastrophic leave request on a case by case basis.
4. While on leave, the employee's pay is his/her regular pay, minus any monies received from the County's Short Term Disability (STD) program.
5. The affected employee must obtain a physician's written verification that he/she has a catastrophic illness.
6. The catastrophic leave that is donated to an employee may be used to cover only actual lost pay on a week by week basis.
7. No benefit (vacation, sick leave, etc) is accrued while the employee is on catastrophic leave.
8. An employee's eligibility for catastrophic leave benefits expire one year from the date he/she first uses catastrophic leave.

C - Reimbursement: Upon termination from employment, accrued sick leave shall be forfeited except for the following:



Section 1: Any full time employee with continuous full time employment who terminates his/her employment by permanent disability as approved by Social Security, IPERS retiring qualifications, or retirement shall be reimbursed for accumulated sick leave at the rate of forty-five percent (45%) of the hours of accumulated unused sick leave to a maximum of twelve hundred (1200) hours. Employer shall keep a current list of unused sick leave days in its computer.

Section 2: Upon retirement or resignation due to permanent disability, as approved by the United States Department of Social Security, an employee will have the option of receiving a Family Health Insurance plan paid from the time they start receiving IPERS benefits, at sixty (60) years of age and have 88 points or at sixty-two (62) years of age and have twenty (20) years of service to sixty-five (65) years of age or the death of the employee, whichever comes first, in lieu of being paid forty-five percent (45%) of the unused sick leave benefit.

#### D - On The Job Injury:

Section 1: An employee shall be entitled to leave days up to a maximum of one hundred (100) work days during each calendar year when he/she is unable to perform the duties of his/her employment because of an injury covered by workers' compensation. During this period, the County shall pay such employee the difference between his/her regular wages and the benefits received under workers' compensation insurance. If the employee is not released to return to work at the expiration of his/her one hundred (100) work days leave, he/she shall be continued on an unpaid leave of absence until he/she is able to return to work.

Section 2: The employee shall be considered to have worked during the year of the injury so that he/she shall be entitled to full vacation, with pay, in the year following such injury. The County shall pay the County's share of the premium for group hospitalization insurance for up to one (1) year following the injury. During both the paid and unpaid leave, the employee shall continue to accrue seniority.

Section 3: Any amount or amounts received from the insurance carrier for the above-mentioned one hundred (100) days or twenty (20) weeks in the employee's behalf shall be deducted from his pay due to injury from the County. The County may deduct only the amount equal to the number of compensable weeks times the weekly benefit under Workers' Compensation.

Section 4: In no event shall an employee receive both full weekly pay from the County and weekly benefits from the insurance carrier under the provisions of these paragraphs.

### **ARTICLE 7** **Grievance Procedure**

#### A - Grievance Procedure

Section 1 - Definition: A grievance is defined as an employee claim against the Employer, arising out of an alleged violation in the application of specific provisions of this Agreement.

## Section 2 - Grievance Steps:

1. An employee shall discuss an alleged grievance orally with their immediate supervisor, as designated by the department head, within three (3) working days following its occurrence in an effort to resolve the problem in an informal manner.
2. If the answer is not satisfactory, the matter shall be presented, in writing, stating specific provisions of the Agreement allegedly violated, by the Union Steward, to the department head within three (3) working days after the supervisor's response in Step 1. The department head shall respond to the Union Steward, in writing, within five (5) working days.
3. If the grievance still remains unadjusted, it shall be presented by the Steward to the Board of Supervisors, in writing, stating specific provisions of the Agreement allegedly violated, within five (5) working days after the response of the department head. The Board of Supervisors shall respond, in writing, to the Steward (with a copy of the response to the Local Union) within ten (10) working days after the meeting with the Steward and the business representative of the Union.

## B - Grievance Arbitration

Section 1: Any grievance not settled to the satisfaction of the employee in Step 3 of the grievance procedure, may be appealed to arbitration, provided the appeal to arbitration is in writing to the other party; and is within the approval of the employee organization and the employee. This appeal must be made fifteen (15) work days after the date of the department head answer given in the third (3<sup>rd</sup>) step of the grievance procedure.

Section 2: After either party has so notified the other of its referral of a grievance to arbitration, the parties will attempt to meet within ten (10) working days to select an arbitrator, or to request of the Iowa Public Employment Relations Board that it furnish a list of three (3) arbitrators from which the parties shall select one (1) arbitrator. Such selection shall be by agreement within five (5) working days, if possible; otherwise, the party making the referral shall, within one (1) working day from receipt of such list, strike one (1) name from the list. Within two (2) working days from the first striking, the other party shall strike one (1) name. The remaining name will be the arbitrator.

Section 3: The fees and expenses of the arbitrator will be shared equally by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of the stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts. The arbitrator shall have no power to change, alter, detract from or add to, the provisions of this Agreement. The arbitrator's decision will be final and binding on the parties.

## C - Steward Time Off For Grievance Handling

Section 1 - The Union will cooperate with the Employer by handling grievances in such a manner as will create minimal interference with normal operation of the Employer's business. Only one (1) Union Steward shall investigate grievances on the Employer's time. Each department shall maintain a log in which the Steward enters the time of departure and the time of return from grievance investigations and formal grievance meetings.

## D - Time Limitations

Section 1: If a grievance is not presented within any of the time limits specified in this Article, it shall be considered waived, and the Employer's last answer shall be final and binding. The time limits specified in this Article may be extended by mutual agreement between the parties.

## E- Impasse Procedure

The Employer and Union, during the course of contract negotiations, will negotiate impasse procedures and pay for the Union Committee if contract negotiations are held during working hours.

## **ARTICLE 8** **Disciplinary Procedures**

Section 1 - Discipline: Disciplinary action, for just cause, includes the following:

- Oral reprimands
- Written reprimand
- Suspension
- Discharge

Section 2 - Discharge: If an employee is suspended or discharged, the Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure.

Section 3: Oral reprimands shall be removed from the employee's personnel file if there is no further discipline within twelve (12) months from the date of the reprimand. Written reprimands shall be removed from the employee's personnel file if there is no further discipline within eighteen (18) months from the date of the reprimand.

Section 4: The employee shall be permitted to see his/her personnel file upon request.

## **ARTICLE 9** **Holidays**

Section 1: The following shall be recognized as paid holidays:

New Year's Day	the first day of January
Martin Luther King Day	the 3 <sup>rd</sup> Monday in January
Washington's Birthday	the 3 <sup>rd</sup> Monday in February
Memorial Day	the last Monday in May
Independence Day	the 4 <sup>th</sup> of July
Labor Day	the first Monday in September
Veteran's Day	the 11 <sup>th</sup> day of November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving Day	4 <sup>th</sup> Friday in November
Day before Christmas	24 <sup>th</sup> day of December
Christmas Day	25 <sup>th</sup> day of December

Section 2: In those cases where the holiday falls on a Saturday, it shall then be observed on the preceding Friday, and in those cases where the holiday falls on a Sunday, it shall then be observed on the following Monday. When a holiday comes during a leave of absence for which an employee received compensation, the holiday will not be counted as part of the leave of absence.

Section 3: The regular full time employees shall be paid at the employee's straight time hourly rate for eight (8) hours of each of the holidays not worked set forth in this Article occurring during the period in which they are actively employed. An employee scheduled to work on any recognized paid holiday shall be paid two and one-half (2½) times the employee's straight time hourly rate for all hours worked. Employees working a scheduled eight (8) hour work day shall be paid eight (8) hours for the above holiday.

Section 4: To be eligible for holiday pay, an employee shall work or be on approved paid leave, their last scheduled work day immediately before, and their first scheduled work day immediately following each holiday.

Section 5: The parties agree to allow the "Day Before Christmas" at the discretion of the County, as the "Day After Christmas" may better meet the needs of the employees and the County in certain years.

Section 6: When an employee completes his/her probationary period and becomes a regular full time employee, Holidays observed during the probationary period will be paid to the employee in the next pay period after completion of the probationary period, at the rate of pay when the holiday was observed.

## **ARTICLE 10**

### **Vacation**

Section 1: Regular full-time employees in active County employment shall earn annual vacation leave credit, pro-rated on a pay period basis. Annual vacation accrued shall be as follows:

- a. After one (1) year of employment, one (1) week vacation with pay.
- b. After two (2) years of employment, two (2) weeks vacation with pay.
- c. After five (5) years of employment, three (3) weeks vacation with pay.
- d. After ten (10) years of employment, four (4) weeks vacation with pay.
- e. After twenty (20) years of employment, five (5) weeks vacation with pay.

Section 2: Absence due to sickness, injury, or disability in excess of that authorized for such purpose, may at the written request of the employee, be charged against vacation allowance.

Section 3: Vacation leave credits may not be accumulated from year to year, but shall be used, subject to the provisions of Section 1 above and Section 4 below.

Section 4: Employee request for accrued vacation leave shall be submitted to the department head fifteen (15) days prior, except in an emergency. During this period and in cases where employee's requests conflict, seniority shall be the determining factor, provided operational efficiency is maintained.

Section 5: Upon resignation, death or termination from County service, an employee shall be paid for all unused vacation left at time of termination; however, employees who are discharged for cause, or employees who quit without a minimum of two (2) weeks advance notice to the Employer, shall forfeit vacation pay.

Section 6: All vacations must be taken during the twelve (12) month period following the anniversary date of qualifying employment unless approved in writing by the department head. No employee may work and draw both wages and vacation pay for the same period of time.

Section 7: If a recognized paid holiday falls during an employee's vacation, they shall receive an additional day's paid vacation.

Section 8: Vacation pay shall be paid at the employee's current straight time hourly rate of pay immediately before vacation. Employees on a regularly scheduled forty (40) hour work week shall be paid forty (40) hours for each week.

## **ARTICLE 11**

### **Wages**

Section 1 - Salary: Employees shall be paid according to the wage classification schedule found in Appendix I.

Placement and movement on the attached wage classification schedule shall be as described thereon.

Section 2 - Call-Time: Call-Time is intended to compensate an employee for making a special trip to work. To qualify for call-in compensation, the employee's call-in time worked cannot be contiguous either before or after his/her regular scheduled work shift. Call-time is to be portal to portal.

Regular full time employees shall be guaranteed a minimum of four (4) hours of call-time. Call-time shall be compensated in the same manner as overtime (Article 2 of this Agreement). There shall be no pyramiding if called in during the same four (4) hours.

Section 3 - Subpoena Days:

- a. Employees subpoenaed in a criminal action shall be paid their straight time hourly rate for all hours worked during their regularly scheduled work shift.
- b. All hours worked off their regular scheduled work shift shall be compensated at the employee's straight time hourly rate of pay for a minimum of two (2) hours.
- c. All hours worked during their scheduled day (s) off shall be compensated for a minimum of two (2) hours and shall be compensated in the same manner as found in Article 2 of this Agreement.

- d. Employees subpoenaed in a civil action will not be compensated by the Employer for time spent under subpoena.

## **ARTICLE 12**

### **Insurance**

Effective on July 1, 2006 and for the period through June 30, 2009, the County, at its cost, agrees to provide each employee covered by this Agreement with single or family coverage, whichever is applicable. Benefits begin on the first day of the month following his or her full time hire date.

The Wapello County Employees Health Plan is totally self-funded by Wapello County. Auxiant is the Preferred Provider Network and Midland Group is our Third Party Administrator as the payer.

Office visits and all service provided in a physician's office shall be paid at 80/20 with the deductible waived in network, and 60/40 out of network. Deductible accumulations are from 7-1 to 6-30.

#### **Deductible Per Fiscal Year:**

7-1-06	7-1-07	7-1-08
\$250.00 single	\$500.00 single	\$500.00 single
\$500.00 family	\$1,000.00 family	\$1,000.00 family

#### **Maximum Out-of-Pocket Amount Per Fiscal Year:**

\$500.00 per person    \$1000 per family

Health Benefits are paid at 100% after out-of-pockets are met.

Lifetime Health Benefit Amount: \$2,000,000.00

#### **Prescription Drug Plan - Pharmacy Dispensed**

For Brand Name, Non Formulary	\$30.00 co-pay
For Brand Name, Formulary	\$20.00 co-pay
For Generic	\$ 2.00 co-pay

Out of Pocket Maximum    \$1000.00 per person  
   \$2000.00 per family

Also covered: Vision care, dental care, life insurance benefits - See Plan Booklet

Please consult your plan description booklet for all benefits, limitations and exclusions of the policy.

The County will have the right at any time during the term of this agreement to select the insurance carrier for such insurance without any obligation to bargain as to such selection so long as the insurance coverage is similar or comparable to that as explained herein.

Cobra Rules shall be in effect from July 1, 2006. See Medical Plan Booklet for details.

## **ARTICLE 13**

### **Jury Duty**

**Section 1:** Regular full time employees and probationary employees required to serve as juror shall receive his/her regular wages. A probationary employee's probation is extended by the length of time that the employee is absent from work while serving as a juror. Jury duty time will be paid to the employee in the next pay period after completion of jury duty. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, received for such duty to the Employer. When released from duty during his/her normal working hours, the employee shall report to work within an hour. For employees whose work shift commences at or after 4:00 p.m., the employee may not be required to report for work within an hour if excused by his/her department head.

## **ARTICLE 14**

### **Funeral Leave**

**Section 1:** Each regular full time employee shall, after ninety (90) calendar days of continuous employment, be eligible for a paid leave of absence to attend the funeral of various relatives. Only days absent which would have been compensable work days will be paid.

<b>Up to 5 days Paid Leave for Immediate Family</b>	<b>Up to 3 days Paid Leave for Family</b>	<b>Up to 1 day Paid Leave for Others</b>
Parents or Step or Foster	Brother	Aunts/Uncles
Spouse	Sister	Sister-in-law
Children and Step and Foster	Grandparents or Step or Foster	Brother-in-law
Grandchildren or Step	Spouse's parents or Step or Foster	Son-in-law
		Daughter-in-law

**Section 2:** No payment will be made during vacations, holidays, layoff, or other leave of absence. Payment shall be made on the basis of the employee's normal work day's pay. Employee must attend the funeral or make a bona fide effort to attend the funeral in order to qualify for funeral leave pay.

Employees qualifying under this Section may be granted up to two (2) hours paid absence for service as a pallbearer.

**Section 3:** Personal days and vacation days may be used if additional funeral leave is needed.

**ARTICLE 15**  
**Personal Days**

Section 1: Each employee shall receive six (6) personal days off each year and must give a twenty-four (24) hour notice before taking the same. No more than one (1) employee from any department may take a personal day except with the approval of the department head. The department head has the discretion of approving or disapproving a personal day leave to maintain operational efficiency. New employees hired after July 1, 1997 will earn personal days, on a pro-rated basis, the first year of employment, to be taken the following year between July 1<sup>st</sup> and June 30<sup>th</sup>. Personal days may be used in one (1) hour increments.

**ARTICLE 16**  
**Directed Assignment**

Section 1: A directed assignment shall mean all time required by Employer for Employer's benefit other than normal duties performed by an employee. Consistent with the Fair Labor Standards Act, employees traveling on one day assignment will be in pay status for hours actually worked, plus travel time minus the employee's normal commuting times to and from work. All costs incurred by employee shall be paid by the Employer, except no mileage shall be paid for the use of personal vehicles within Wapello County to attend seminars or meetings of informational or educational nature.

**ARTICLE 17**  
**Employer Rights**

Section 1: The Employer and the Department Heads may propose reasonable rules for use in and by this department. In any conflict between the department rules and this Agreement, this Agreement shall take precedence. The Union recognizes the prerogatives of the Employer and the department heads to operate and manage the affairs of the Wapello County Departments in all respects in accordance with their responsibilities. All authority and powers, including those granted by law, which the Employer or the department heads leave not abridged, delegated, or modified by this Agreement, are retained by the Employer and the department heads, subject to the grievance procedure. Work rules proposed will be sent to the Union thirty (30) days prior to their effective date, and shall not be in conflict with this Agreement and will be subject to the grievance procedure.

**ARTICLE 18**  
**No Strike - No Lockout**

Section 1: The parties agree to faithfully abide by all applicable provisions of the Iowa Public Employment Relations Act. Specifically, neither the Union, its officers, or agents, nor any of the employees covered by this Agreement shall violate Sections 10 or 12 of the Iowa Public Employment Act.

Section 2: Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined.

Section 3: The Employer agrees to abide by Section Twelve (12) of the Act regarding the prohibition of lockout.



**ARTICLE 19**  
**Entire Agreement and Waiver Clause**

Section 1: This Agreement supersedes and cancels all previous Agreements and practices between the County and the employee organization, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments, supplemental hereto, constitutes the entire Agreement between the parties, and concludes collective bargaining during its term.

**ARTICLE 20**  
**Savings**

Section 1: If any provision of this Agreement is declared, by proper legislative, administrative, or judicial authority, to be unlawful, or unenforceable, or not in accordance with applicable Civil Service Rules or law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 21**

**Duration**

THIS AGREEMENT shall be in full force and effect for three (3) years, from July 1, 2006 to and including June 30, 2009.

**FOR: Wapello County, Iowa**

Steve Siegel  
Durine L. Kiefer  
Boice Hass  
Attest: Phyllis Dean

**FOR: Teamsters Local 238**

Darryl Canham  
Dale L. Walter Bus. Rep.  
[Signature]

Date: \_\_\_\_\_, 2006

## APPENDIX 1

### Wages

Wage rates for the period of July 1, 2006 to and including June 30, 2009.

Each employee shall be paid his or her base salary every other Friday. Night shift employees shall be paid base salary every other Thursday.

The following wages shall become effective July 1 of each year:

#### WAGES FOR FY

	7-1-06	1-1-07	7-1-07	1-1-08	7-1-08	1-1-09
Clerk I	\$10.25	\$10.35	\$10.56	\$10.67	\$10.88	\$11.10
Clerk II	\$11.18	\$11.29	\$11.52	\$11.64	\$11.87	\$12.11
Clerk III	\$12.13	\$12.25	\$12.50	\$12.62	\$12.87	\$13.13
Janitor	\$10.58	\$10.69	\$10.90	\$11.01	\$11.23	\$11.45
Starting Salary	\$9.12	\$9.21	\$9.39	\$9.48	\$9.67	\$9.86
After 120 days	\$9.78	\$9.88	\$10.08	\$10.18	\$10.38	\$10.59
After nine months/ From Date of Hire	\$10.25	\$10.35	\$10.56	\$10.67	\$10.88	\$11.10

Assistant Building Maintenance Manager per pay period as follows:

7-1-06	1-1-07	7-1-07	1-1-08	7-1-08	1-1-09
\$995.73	\$1,005.69	\$1,025.80	\$1,036.06	\$1,056.78	\$1,077.92

In the absence of:

D.O.T. satellite office	Deputy
Motor Vehicle	Deputy
Treasurer	Elected Official or Deputy
Attorney	Elected Official or Office Manager
Recorder	Elected Official or Deputy
Auditor	Elected Official or Deputy
CPC	CPC or Administrative Assistant

For an entire day, a lead person will be designated by the Department Head and receive an additional \$1.00 per hour for performing such duties.

The Assistant Building Maintenance Manager shall work a flexible schedule, shall be an appointed position and shall not be biddable.

For each five consecutive years of full service, an employee shall receive an additional ten cents (\$0.10) added to their base pay. For example, after five years, add ten cents, after ten years add twenty cents, etc.